STATE OF MICHIGAN

COURT OF APPEALS

NAGI A. SAID and SALEH ALASRI,

Plaintiffs-Appellants,

v

AUTO CLUB INSURANCE ASSOCIATION,

Defendant-Appellee.

NO. 82915

Before: M.J.Kelly, P.J., D.F.Walsh and M.H.Wahls, JJ.

M. J. Kelly, P.J.

Plaintiffs appeal as of right from the dismissal of their complaint to vacate an arbitration award under GCR 1963, 579.9(1), now MCR 3.602(J). We affirm.

Plaintiffs allege that on February 16, 1979, they suffered personal injuries when their motor vehicle swerved to avoid an unidentified truck and crashed into an overpass wall. The truck made no contact with the plaintiff's vehicle. Plaintiff Nagi Said was insured with defendant under a no-fault policy which included an uninsured motorist provision. Defendant denied benefits under this provision and plaintiffs arbitrated. An arbitration decision was rendered August 9, 1983 in favor of defendant.

Plaintiffs appealed to the circuit court claiming clear legal error on the part of the arbitrators in requiring plaintiffs to show serious impairment of a body function and in enforcing, contrary to public policy, the insurer's definition of "hit and run". The circuit court disagreed with both contentions and entered an order of summary judgment on January 18, 1985, dismissing plaintiff's petition to vacate the arbitration award.

We find no error on the face of the arbitration award entered in this case, which states merely that plaintiffs' claims against defendant are "hereby deemed denied". See DAIIE v Gavin,

416 Mich 407, 443; 331 NW2d 418 (1982). As is typically the case, the arbitrators did not state any reasons for their decision and it is thus "virtually impossible to discern the mental path leading to" the award. Henderson v DAIIE, 142 Mich App 203, 206; 369 NW2d 210 (1985).

Another panel of this Court has already rejected the public policy argument advanced by plaintiffs against enforcement of an insurance policy definition requiring physical contact in a hit and run situation. Auto Club Insurance Assoc. v Methner, 127 Mich App 683; 339 NW2d 234 (1983), lv den, 418 Mich 940 (1984). We agree with the analysis in Methner and hold that the arbitrators properly acted within the scope of the contract in the instant case.

Plaintiffs also argue that the arbitrators required plaintiffs to establish serious impairment of body function, contrary to the terms of the insurance contract. However, the arbitrators' analysis of plaintiffs' injuries is unclear from the face of the award, the terms of the contract or any documentation provided by the parties. As defendant notes, the arbitrators may have found that the plaintiffs were not injured as a result of this accident. Appellate review of this issue is not possible on this record and we thus do not find it relevant to discuss any conflict of authority between panels of this Court.

Affirmed.

/s/ Michael J. Kelly
/s/ Daniel F. Walsh
/s/ Myron H. Wahls